



Bristol Police Department

131 North Main Street Bristol, CT 06010
Deputy Chief Mark Morello Office: (860) 584-3044
Markmorello@bristolct.gov



April 11, 2022

From: D.C. Mark Morello

To: Mayor Jeffrey Caggiano and City Council Members

Re: Axon interview room recording system

I am respectfully requesting authorization to execute the contract signing for the Axon camera recording system for the Bristol Police Department interview rooms upon approval of a bid waiver from the Board of Finance on Tuesday, April 26, 2022.

Thank you,

Acting Chief Mark Morello

RECEIVED
2022 APR 11 PM 3:50
TOWN AND CITY CLERK
BRISTOL, CT

REQUEST FOR REVIEW/LEGAL OPINION

TO: Corporation Counsel

FROM: Chief Brian J. Gould

SUBJECT: Contract (attached)

DATE: March 9, 2022

FACTS: (In statement tell WHO, WHAT, WHEN, WHERE WHY & HOW)

STATEMENT: See attached.

LAW: (Cite appropriate CHARTER SECTION, ORDINANCE, REGULATION, STATUTE, OR CASE LAW that you think applies to this question.)

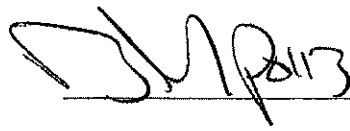
- Sec. 54-10. Electronic recording of custodial interrogations. (attached)

QUESTION: (What, in your own words is the precise question you wish to have answered?)

- Review attached contract.

REASON FOR REQUEST AND DATE NEEDED: Item has been budgeted for. Contract will be going before Police Commission meeting on Tuesday, March 15, 2022. If possible, would like to have reviewed prior to meeting at 6:00 pm. If not possible, prior to next City Council meeting, April 12, 2022. Thank you for your assistance.

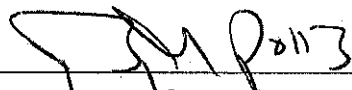
Signed:

 Chief of Police
(Title)

APPROVED BY DEPARTMENT HEAD:

Signed:

Date:


3/9/2022



CHIEF OF POLICE
BRIAN J. GOULD
131 North Main Street
Bristol, Connecticut 06010

March 9, 2022

In August of 2015, Thomas R. Grimaldi, Chief of Police at that time, submitted a letter requesting a sole source exemption. In summary, this request had to do with the purchasing of body worn cameras, electronic control devices and cloud data storage from Taser International, now known as Axon. This sole source exemption was granted and we entered into a five (5) year contract with Taser International (Axon).

This contract expired on November 01, 2020. As this purchase had been extremely beneficial to our operations, while protecting the interests of the Bristol Police Department and the Community we serve, we continued our business with Axon; signing another contract to continue our body worn camera and electronic control device program (sole source transaction approved). Axon is the proprietor of the products and services that meet the specifications of the much needed body worn cameras, related equipment, services and electronic control devices of the nature and specificity requested by the Bristol Police Department.

In July, 2020, CT passed AN ACT CONCERNING POLICE ACCOUNTABILITY. This bill has numerous mandates, one of which states; by July 1, 2022, all law enforcement units must require the use of dashboard cameras with a remote recorder in each police patrol vehicle used by any of the officers it employs (CGS §29-6d, as amended by PA 20-1, JSS). As a result, we will need to outfit our fleet with dashboard cameras. As we already have a platform in place with Axon, we partnered with Axon to purchase dashboard cameras, which will interact with our current system.

Pursuant to section 2-I; Proprietary and Sole Source Transactions, of the City of Bristol Purchasing Manual, I requested to contract with Axon as a sole source transaction for the dashboard cameras. This was approved on or about June 2021. Cameras have been purchased.

Section 54-1o (attached) requires the police Department to have "Electronic recording"; "means an audiovisual recording made by use of an electronic or digital audiovisual device" in "Place(s) of detention" for certain custodial interrogations. Our current system is end of life and there is a concern for storage capacity. For continuity, integrity, and accountability we are looking to expand our AXON platform and I will be requesting a Proprietary and Sole Source Transaction.

Therefore, I am respectfully requesting a review of the proposed contract by Corporation Counsel. Thank you for your attention in this matter.

Respectfully,


Chief Brian J. Gould

"To Protect and Serve the Community with Integrity and Professionalism"

Sec. 54-10. Electronic recording of custodial interrogations. (a) For the purposes of this section:

(1) "Custody" means the circumstance when (A) a person has been placed under formal arrest, or (B) there is a restraint on a person's freedom of movement of the degree associated with a formal arrest and a reasonable person, in view of all the circumstances, would have believed that he or she was not free to leave;

(2) "Interrogation" means questioning initiated by a law enforcement official or any words or actions on the part of a law enforcement official, other than those normally attendant to arrest and custody, that such official should know are reasonably likely to elicit an incriminating response from the person;

(3) "Custodial interrogation" means any interrogation of a person while such person is in custody;

(4) "Place of detention" means a police station or barracks, courthouse, correctional facility, community correctional center or detention facility; and

(5) "Electronic recording" means an audiovisual recording made by use of an electronic or digital audiovisual device.

(b) An oral, written or sign language statement of a person under investigation for or accused of a capital felony or a class A or B felony made as a result of a custodial interrogation at a place of detention shall be presumed to be inadmissible as evidence against the person in any criminal proceeding unless: (1) An electronic recording is made of the custodial interrogation, and (2) such recording is substantially accurate and not intentionally altered.

(c) Every electronic recording required under this section shall be preserved until such time as the person's conviction for any offense relating to the statement is final and all direct and habeas corpus appeals are exhausted or the prosecution is barred by law.

(d) If the court finds by a preponderance of the evidence that the person was subjected to a custodial interrogation in violation of this section, then any statements made by the person during or following that nonrecorded custodial interrogation, even if otherwise in compliance with this section, are presumed to be inadmissible in any criminal proceeding against the person except for the purposes of impeachment.

(e) Nothing in this section precludes the admission of:

- (1) A statement made by the person in open court at his or her trial or at a preliminary hearing;
 - (2) A statement made during a custodial interrogation that was not recorded as required by this section because electronic recording was not feasible;
 - (3) A voluntary statement, whether or not the result of a custodial interrogation, that has a bearing on the credibility of the person as a witness;
 - (4) A spontaneous statement that is not made in response to a question;
 - (5) A statement made after questioning that is routinely asked during the processing of the arrest of the person;
 - (6) A statement made during a custodial interrogation by a person who requests, prior to making the statement, to respond to the interrogator's questions only if an electronic recording is not made of the statement, provided an electronic recording is made of the statement by the person agreeing to respond to the interrogator's question only if a recording is not made of the statement;
 - (7) A statement made during a custodial interrogation that is conducted out-of-state; and
 - (8) Any other statement that may be admissible under law.
- (f) The state shall have the burden of proving, by a preponderance of the evidence, that one of the exceptions specified in subsection (e) of this section is applicable.
- (g) Nothing in this section precludes the admission of a statement, otherwise inadmissible under this section, that is used only for impeachment and not as substantive evidence.

(h) The presumption of inadmissibility of a statement made by a person at a custodial interrogation at a place of detention may be overcome by a preponderance of the evidence that the statement was voluntarily given and is reliable, based on the totality of the circumstances.

(i) Any electronic recording of any statement made by a person at a custodial interrogation that is made by any law enforcement agency under this section shall be confidential and not subject to disclosure under the Freedom of Information Act, as defined in section 1-200, and the information shall not be transmitted to any person except as needed to comply with this section.

(P.A. 11-174, S. 1.)



Axon Enterprise, Inc.

17800 N 85th St.

Scottsdale, Arizona 85265

United States

VAT: 86-0741227

Domestic: (800) 978-2737

International: +1.800.978.2737

Contract system for new users

Q-362821-44571.765JK

Issued: 01/10/2022

Quote Expiration

EST Contract Start Date: 08/01/2022

Account Number: 106159

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business/Delivery/Invoice-131 N Main St 131 N Main St Bristol, CT 06010-8123 USA	Bristol Police Dept. - CT 131 N Main St Bristol, CT 06010-8123 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Kwiatek Phone: Email: jkwiatek@axon.com Fax:	Phone: (860) 584-3060 Email: geoffreylund@bristolct.gov Fax:

Program Length	60 Months
TOTAL COST	\$60,997.50
	\$60,997.50

Bundle Savings	\$0.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$0.00

PAYMENT PLAN: Jul 2022

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jul, 2022	\$8,730.40
Hardware	Jul, 2022	\$17,345.50
	Payment Total	\$26,075.90

PAYMENT PLAN: Jul 2023

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 2	Jul, 2023	\$8,730.40

		Payment Total	\$8,730.40
PAYMENT PLAN: Jul 2024			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
Year 3	Jul, 2024	\$8,730.40	
		Payment Total	\$8,730.40
PAYMENT PLAN: Jul 2025			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
Year 4	Jul, 2025	\$8,730.40	
		Payment Total	\$8,730.40
PAYMENT PLAN: Jul 2026			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
Year 5	Jul, 2026	\$8,730.40	
		Payment Total	\$8,730.40

Quote Details

Bundle: Dynamic Bundle		Quantity: 1	Start: 8/1/2022	End: 7/31/2027	Total: 9059 USD	
Category	Item	Description	Qty	List Unit Price	Net Unit Price	Total(USD)
Other	50298	INTERVIEW - CAMERA - OVERT DOME	3	\$796.00	\$796.00	\$2,388.00
Other	50294	INTERVIEW - SERVER - LITE	2	\$1,950.00	\$1,950.00	\$3,900.00
Other	50267	INTERVIEW - IO MODULE	1	\$500.00	\$500.00	\$500.00
Other	50265	INTERVIEW - IO RED LED	2	\$30.00	\$30.00	\$60.00
Other	50258	INTERVIEW - IO MODULE CABINET	1	\$325.00	\$325.00	\$325.00
Other	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$595.00	\$595.00	\$595.00
Microphone	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$196.50	\$196.50	\$589.50
Enclosure Options	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	1	\$196.50	\$196.50	\$196.50
Sensor Unit	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$135.00	\$135.00	\$135.00
			1	\$370.00	\$370.00	\$370.00

INDIVIDUAL ITEMS

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$552.50	\$552.50	\$552.50
Other	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	\$234.00	\$234.00	\$234.00
Other	50448	EXT WARRANTY, INTERVIEW ROOM	3	\$21.62	\$21.62	\$3,891.60
Other	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	3	\$2,500.00	\$2,500.00	\$7,500.00
Other	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$29.17	\$29.17	\$3,500.40
Other	50045	INTERVIEW - SOFTWARE - UNLIMITED E.COM STORAGE (PER CAMERA)	4	\$99.00	\$99.00	\$23,760.00
Other	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$1,750.00	\$1,750.00	\$3,500.00
Other	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	\$1,500.00	\$1,500.00	\$4,500.00
Other	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$25.00	\$25.00	\$4,500.00
Total:						\$51,938.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.